

July 19, 2007

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA DAVID  
STATE CONTRACT PROCUREMENT SUPERVISOR  
302-857-4556

SUBJECT: **AWARD NOTICE, Addendum #3, effective November 16, 2009**  
**CONTRACT NO. GSS07035-ICE CREAM V01**  
**ICE CREAM**

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each Vendors contract shall be valid for a one (1) year period from August 1, 2007 through July 31, 2008. Each contract may be renewed for two (2) additional years through negotiation between the contractor and the Division of Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**Contract has been extended through July 31, 2009.**

**Contract has been extended through July 31, 2010.**

### **3. VENDORS:**

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Kemps Foods, Inc.  
150 Roosevelt Avenue, Suite 100  
P.O. Box 7007  
York, PA 17404  
Contact: Joann M. Boyer  
Phone No.: 800-495-5213  
Fax No.: 800-457-3567  
Federal E.I.#: 41-1336018  
Email: [j.boyer@kempsfoods.com](mailto:j.boyer@kempsfoods.com)

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. PRICE ADJUSTMENT:**

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If agreement is reached to extend this contract for the second, optional year, the Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any

increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

6. **DELIVERY AND PICKUP:**

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Deliveries shall be made directly to individual schools on a weekly basis following placement of orders (or as needed). Each location shall agree upon its own delivery time, but delivery shall be made during regular working or school hours. Deliveries shall only be made while School Food Services employees are on duty. Ice cream deliveries shall be placed in recipient's ice cream freezer or other appropriate storage space available.

7. **DELIVERY SLIPS AND INVOICES:**

Delivery slips must be signed by authorized school Food Service personnel. Acceptance shall be for goods received and will not verify invoice accuracy. Separate invoices for each school should be sent to the district Food Service office no later than three (3) working days after the last delivery of the month. When schools close in June, bills are to be sent to the district school Food Service no later than three (3) working days after the last ice cream delivery.

8. **ORDERS:**

Orders are to be placed with vendor's driver (delivery person) on a weekly basis. The successful bidder shall have a local telephone exchange, toll free number, or agree to accept the charges for long distance calls.

9. **NUTRITIONAL VALUE:**

Vendor must furnish with his bid, nutritional value and or analysis, a certified copy of the analysis of each item including bacteria count, total solids, milk fat, and all other information required by the State Department of Health. If agencies require copies, request from Vendor.

10. **PRICING:**

Prices will remain firm for the term of the contract year.

**SEE ATTACHED APPENDIX A FOR PRICING**

## **ADDITIONAL TERMS AND CONDITIONS**

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### 11. **BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### 12. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### 13. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### 14. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

### 15. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to insert email. It shall contain the six-digit department and organization code.

Format of Report

State of Delaware  
Monthly Usage Report

STATE OF DELAWARE							
MONTHLY USAGE REPORT							
Contract Name:		Contract Number:		Report Start Date:			
Supplier Name:				Report End Date:			
Contact Phone:				Today's Date:			
Agency Name or School District	Division or Name of School	Budget Code	Item Description	Contract Item Number	Quantity	Cost Each	Total Cost

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to [sandra.david@state.de.us](mailto:sandra.david@state.de.us). It shall contain the six-digit department and organization code for each agency and school district.

16. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

17. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

18. **ORDERS:**

Orders are to be placed with vendor's driver (delivery person) on a weekly basis. The successful bidder shall have a local telephone exchange, toll free number, or agree to accept the charges for long distance calls.

19. **QUALITY:**

Ice cream products shall follow the code of Federal Regulations of the United States Government. All products are to meet standards set by the Federal Food and Drug Administration. All products prepared and handled must meet State of Delaware Board of Health requirements and are subject to inspection by said department.

All items bid shall comply with Delaware State Code for Ice Cream and Ice Milk - Section 1, Chapter 41, Title 16 as amended 1974.

Ice Cream shall contain - not less than 10% by weight of milk fat and 20% by weight milk solids not less than 1.6 pounds total food solids per gallon and weight not less than 4.5 pounds per gallon.

Vendor must furnish with his bid, a certified copy of the analysis of each item including bacteria count, total solids, milk fat, and all other information required by the State Department of Health.

Vendor shall provide Ice Cream for state agencies and school districts that meet the following criteria in response to this national epidemic of Childhood Obesity and Type II Diabetes, Delaware is committed to promote the health of our Children. The Surgeon General formed a national committee called, "Commitment to Change". This committee created the framework for states to develop state action teams and goals. One of these goals is to adopt policies ensuring that all foods and beverages available on school campuses and school events contribute toward eating patterns that are consistent with the Dietary Guidelines.

19. **QUALITY:** (continued)

And, In lieu of the above action and goals we ask that as many items as possible fall under the guidelines of: Portion size for frozen desserts should be three (3) fluid oz. Calorie content should be no more than 35% calories from sugar or other sweeteners. Fat content should be no more than 8 grams of fat pre serving and/or have 35% or less of its total calories from fat and saturated fats should be 10% or less of its total calories of Trans Fat.

20. **CONTRACT TRANSITION:**

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transition period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

In the event the incumbent is not awarded all or a portion (zone) of this contract, it shall be upon the new vendor to arrange with the Kitchen Manager of each facility to install new ice cream freezer cabinets and/or equipment for their use. This transition of freezer/cabinets and/or equipment must be done efficiently and effectively before the start of the new school year and in conjunction with the incumbent, with little or no disruption. The Incumbent will have 30 days to remove the old equipment.

21. **ICE CREAM CABINETS**

Ice cream cabinets shall be furnished by the successful vendor(s) to all agencies and Schools in quantities which correspond to each agency or schools consumption. Each School may elect to use its own refrigeration equipment, or may require the vendor to provide ice cream cabinets where needed. The vendor shall provide equipment based solely on the estimated and actual usage of ice cream during the term of this agreement. The vendor may remove ice cream cabinets which are not being used for its products. However, the vendor shall be required to increase refrigerated storage capacity if the Government Support Services determines that ice cream cabinets are not sufficient for a school's needs. The vendor shall service ice cream cabinets provided under this contract at the request of authorized school personnel. Ice cream cabinets shall be replaced when, in the opinion of authorized school personnel, the equipment is not giving satisfactory performance. In the event of failure of vendor provided equipment, the vendor shall be liable for the spoilage of all products in the freezer.

Minimum Order required, please state: \$ 150.00

Fee for monthly rental for cabinets: \$ 25.00

22. Items: 1, 2, 6, 9,10,11,12, 20, 22, 23, 26, 31, 32, 33 and 37 can be ordered by the box, example: Packed 6/24 pk – order 1 box of 24 pk. Item 3 no longer includes spoons.

23. **SEE ATTACHED APPENDIX FOR PRICING**